



# Defendocs

## Defendocs Software End User LICENCE AGREEMENT

**Please read the Agreement below carefully before using the Defendocs Software. By using the Software in any way, including, but not limited to, downloading, installing, or accessing it, you agree to the terms and conditions of the Agreement below in full and without any reservations. If you accept these terms and conditions on behalf of another person, company, or entity, you represent and warrant that you have full authority to bind this person, company, or entity with the obligation to comply with this Agreement. If you do not accept the Agreement below either as a whole or with regard to any individual terms thereof, you should not download, install, run, or otherwise use the Defendocs Software, and you should immediately return the Software and the right of use certification to the person you purchased it from.**

This End User Agreement (the “Agreement”) is a binding agreement between you (an individual, a legal entity, or an unincorporated business) (the “User”) and DEFENDOCs LIMITED, (registration number: 692232, country of incorporation: Ireland, registered address: Lee View House, 13 South Terrace, Cork, T12T0CT, Ireland) (the “Copyright Holder”), being the owner of the exclusive rights to the Defendocs software (the “Software”). By installing and using the Software, the User thereby unconditionally agrees to the provisions of this Agreement. If the User does not accept the provisions hereof, the Copyright Holder shall deny the User the right to any use of the Software. In this case, the User will not have the right to use the Software and shall immediately remove all available copies thereof.

### 1. General

1.1. The Software is an automated system designed for managing personal data protection processes to ensure that the organisations’ activities are in compliance with the GDPR.

1.2. The Software is copyrighted and protected by international intellectual property protection treaties and the current laws of the European Union.

1.3. Under this Agreement, non-exclusive rights (licence) to the Software shall be transferred. The Software shall be licensed as one unit. No other rights to the Software, except as otherwise set forth herein, shall be transferred to the User under this Agreement. Under this Agreement, the User shall not acquire exclusive or any other rights, not directly specified herein, to the Software, its elements (portions), or any other intellectual deliverables, including, but not limited to, database rights, corporate names, trademarks and service marks, and any commercial designations.

1.4. The Software includes the computer programme itself, as well as the electronic documentation contained therein and/or available in the public domain (the “Documentation”).

1.5. The Software is a composite system and contains components of both the Copyright Holder’s own developments and those of third-party developers. The Copyright Holder warrants that the components included in the Software, which have been developed by third-party authors, are used by the Copyright Holder lawfully, and that no third-party rights have been infringed.

1.6. If the User breaches the provisions of this Agreement, the Copyright Holder may invalidate the Agreement. In this case, the User shall stop using the Software and destroy all available copies thereof. At the same time, if the User has been charged a fee by the Copyright Holder for the use of the Software, this fee shall be refunded to the User, regardless of the actual period of use of the Software.

1.7. All terms and conditions set out in this Agreement shall apply both to the Software as a whole and all of its components individually.

1.8. The User hereby consents to the processing of any information and data, including, but not limited to, trade secrets, personal data, etc., which the User transmits to the Copyright Holder, as well as any information posted, created, or processed via the Software. The User understands and agrees that the Copyright Holder, in order to ensure that the Software operates as intended, and to the extent permitted by law, may transfer, without the User's consent, any information posted, created, or processed by the User via the Software to third parties. At the same time, the Copyright Holder shall observe the principle of reasonableness and restrict the transmission of such information the maximum extent possible, as necessary for the normal and stable operation of the Software or as required by the applicable laws in effect at the time of transmission.

1.9. The User shall not disclose the login and password details used to log in to the Software. The User shall be fully responsible for any actions and/or lack of action resulting in the disclosure, loss, theft, etc. of their credentials and any other personal User information, as well as for any actions and/or lack of action by third parties using the User's credentials. The Copyright Holder shall not be responsible for the above actions by the User and/or third parties using their credentials.

1.10. All actions within or using the Software via the User's account shall be considered to have been taken by the User themselves, except where such actions take place after the Copyright Holder has been notified by the User of any unauthorised use of the Software Product under the User's account or of any breach (suspected breach) of confidentiality of its password, in the manner set forth herein. The User assumes responsibility for all actions and/or lack of action (as well as their consequences) taken under their account as part of using the Software, including voluntary transmission to third parties or failure to maintain confidentiality of the data for access to its account on any conditions (including under contracts or agreements).

1.11. If any unauthorised access to the Software using the User's account and/or of any breach (suspected breach) of confidentiality of their password is discovered, the User shall immediately notify the Copyright Holder thereof. For security purposes, the User shall log out from their account safely and independently at the end of each session of working with the Software. The Copyright Holder shall not be responsible for any possible loss of data, as well as any other consequences, that may occur due to the User's breach of this Clause.

## 2. Scope of Non-Exclusive Rights Granted. Copyright Holder's Fee

2.1. This Agreement shall grant the User the right to access and use the Software on ONE electronic computing device (computer, smartphone, etc.).

2.2. The Software shall be used as follows: reproduction limited by the right to install, launch, and use the functionality of the Software, as directly intended, for the User's internal operations only.

When concluding an agreement with a third party, whereunder this third party will manage the User's information resources (the "Manager"), the User may transfer its rights to use the Software to the Manager, provided that all of the following conditions are met: (a) the Manager uses the Software for the User's internal operations only and with no benefit for any third party or themselves; (b) the Manager agrees to fulfil all the terms and conditions of this Agreement; and (c) the User notifies the Copyright Holder in advance and in writing of the fact that the Manager will use the Software on behalf of the User.

2.3. The Software shall be transferred to the User for a period of twelve (12) months from the date of payment by the User of the fee for the use of the Software. Before this period expires, the Copyright Holder may send the User an invoice for the fee in order to extend the period of using the Software. The Copyright Holder may, at its own discretion, change the amount of the fee for extending the period of using the Software in accordance with the Copyright Holder's rates in effect at the time of extension. The invoice sent by the Copyright Holder to the User shall be the Copyright Holder's offer for the User to enter into an agreement on the same terms as provided for herein. The offer shall be valid for three (3) business days from the invoice date. The payment by the User of the invoice issued by the Copyright Holder shall be the User's acceptance of the offer. If the User pays for the offered invoice outside of the term of validity thereof, the Copyright Holder may issue a new invoice on different terms or refuse to extend the term of using the Software.

2.4. After the period referred to in Clause 2.3 expires, if the offered invoice referred to in Clause 2.3 hereof for extending the period of using the Software is not paid, the Copyright Holder may, without prior notice, take measures to restrict (suspend) and/or completely terminate the use of the

Software by the User. At the same time, the Copyright Holder shall not be responsible for any losses, regardless of the reason for their occurrence, incurred by the User in connection with such a restriction (suspension) and/or termination of the use of the Software. In case of restriction (suspension) of the use of the Software for any reason, except for those referred to in Clause 2.7 hereof, the term of using the Software shall not be extended based on the duration of such a restriction (suspension).

2.5. For the granted rights to use the Software, the Copyright Holder may charge the User a licence fee to be paid in the amount, according to the procedure, and within the deadline determined by the Copyright Holder unilaterally.

The Copyright Holder may, at its own discretion, but shall not be obliged to, in order to enable the User to try the Software functionality and to check whether the Software is compatible with the User's system, provide the Software to the User free of charge for a limited period and/or with limited (trial) functionality.

2.6. The User, upon refusal of the use of the Software on their own initiative and upon termination of the right to use the Software for any reason, except for those referred to in Clause 2.7 hereof, shall not be entitled to claim a refund of the fee paid to the Copyright Holder.

2.7. If the User refuses the use the Software due to a breach of the provisions of this Agreement by the Copyright Holder or non-compliance of the Software or the electronic Documentation contained therein with the terms and conditions of this Agreement, the User may claim a refund of the fee paid to the Copyright Holder in proportion to the period remaining until the end of the period referred to in Clause 2.3 hereof. The Copyright Holder shall satisfy such a claim not later than thirty (30) business days upon receipt of the corresponding written reasoned claim from the User.

### 3. Restrictions

3.1. The User shall not independently take, or authorise any third party to take, any of the following actions: (if) decompile, disassemble, or reverse engineer the Software, unless expressly permitted by applicable law, without the prior written consent of the Copyright Holder; (ii) remove any designations or copyright notices on the Software or the Documentation; (iii) distribute in any way, including transfer for use, temporary use, or lease of the Software to third parties (except for Managers); (iv) modify the Software or create derivative products from the Software; (v) publish the results of any performance and comparison tests related to the Software without the prior written consent of the Copyright Holder; or (vi) otherwise use or copy the Software, unless expressly provided for herein.

3.2. The Copyright Holder shall not be responsible for any information that is created or processed in the course of using the Software. The User shall not publish, create, or process any information in the Software, the publication, creation, or processing of which is prohibited by law, as well as any information, the processing and transfer of which is restricted by law and/or which is subject to special requirements established by law, which eliminate the possibility of using the Software.

3.3. Under any circumstances neither the Copyright Holder nor its partners and distributors shall be responsible for any actions taken by third parties, temporary technical failures and interruptions in the Software operation caused by malfunctions of the technical means used, or other similar failures, as well as caused by malfunctions of the system used by the User for working with the Software.

The Software shall be provided to the User on an AS IS basis in accordance with the principle generally accepted in international practice. The Copyright Holder shall not be responsible for any issues arising in the course of using the Software by the User (including issues of compatibility with other software products (packages, drivers, etc.), issues arising from any ambiguous interpretation of reference information with regard to the Software, mismatch between the results of using the Software and the User's expectations, etc.). The User shall bear the risk of mismatch between the Software and their needs and expectations, as well as the risk of mismatch between the conditions and scope of the granted rights and their needs and expectations.

3.4. Some states and jurisdictions do not allow the exclusion of express or implied warranties, and therefore the above disclaimer of warranties may not apply to the User. In this case, such warranties, express or implied, will be limited to the minimum duration required by applicable law.

3.5. The Software and the electronic Documentation shall be considered “commercial computer software” and “commercial computer software documentation”, respectively. Any use, modification, reproduction, release, performance, presentation, or disclosure of the Software and its accompanying Documentation by the US Government shall be subject only to the terms and conditions hereof and shall only be allowed to the extent expressly permitted by the same.

#### 4. Term of the Agreement

4.1. This Agreement shall enter into force for the User, in terms of its rights and obligations related to the use of the Software, upon first use of the Software in any acceptable way, and shall remain in effect throughout the period of using the Software by the User, and in terms of fulfilling the requirements of Sections 3 and 5 hereof, for an indefinite period.

#### 5. Intellectual Property Rights

5.1. All intellectual property rights to the Software, including, but not limited to, any multimedia elements, text, and programmes incorporated therein, as well as the content of any accompanying printed materials and any copies of the Software shall belong to the Copyright Holder, except as specified in Clause 5.2 hereof.

5.2. All intellectual property rights that are not the development of the Copyright Holder, but incorporated in the Software, including, but not limited to, any multimedia elements, text, and programmes incorporated therein and that can be accessed through the Software, shall belong to the owners of the rights to such elements and are protected by international intellectual property protection treaties and laws. This Agreement shall not grant the User any rights to use such content of the Software. The rights to such content of the Software shall be determined by individual licence agreements of the copyright holders of these intellectual property items.

5.3. For any infringement of the Copyright Holder’s rights to the Software, the User shall bear civil, administrative, or criminal liability in accordance with the current laws of the Republic of Ireland.

#### 6. Warranties

6.1. The Copyright Holder warrants that:

6.1.1. The Software is maintained in full compliance with the description provided in the electronic Documentation, being part of the Software.

6.1.2. The functions performed by the Software correspond or exceed the functions specified in printed and electronic materials and/or the Documentation for the Software.

6.2. This warranty shall be void if the failure of the Software is caused by negligence, mishandling, or misuse, as well as in the cases listed in Clause 3.3 hereof.

#### 7. Applicable Law and Dispute Resolution

7.1. This Agreement and the use of the Software shall be governed by the laws of:

(a) New York State, if you purchased the Software in the USA, Mexico, Central America, South America, or the Caribbean;

(b) the Republic of Ireland, if you purchased the Software in Canada, Europe, Middle East, Africa, Asia (excluding Japan);

(c) Japan, if you purchased the Software in Japan.

If you purchased the Software in any other country, the substantive laws of the Republic of Ireland shall apply, unless the application of other local laws is required.

This Agreement shall not be subject to the conflict of laws rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, which are hereby expressly excluded. The US Uniform Computer Information Transactions Act, as adopted, shall not apply.

7.2. Any and all disputes arising from this Agreement shall be subject to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York (where the laws

of New York State apply), the courts of the Republic of Ireland (where the laws of the Republic of Ireland apply), and the courts of Japan (where the laws of Japan apply).

#### 8. Amendment to the Agreement

8.1. The Copyright Holder may at any time amend any clauses hereof without prior notice to the User of the Software.

#### 9. Entire Agreement

9.1. This Agreement (including any documents referred to herein, supplementing or changing this Agreement or accompanying the Software) constitutes the entire agreement between the User and the Copyright Holder regarding the Software and shall supersede any and all prior or simultaneous oral or written agreements, proposals, and representations regarding the Software, except where the Software is used under an individual agreement between the User and the Copyright Holder or its partner (distributor). If any provision of this Agreement is found to be invalidated, abrogated, unenforceable, or illegal, the remaining provisions hereof shall remain in full force and effect.